

CAUSE NO. 18-11148-158

**KURTIS MAPLES AND KRESTYNA
MAPLES,**

Plaintiffs,

VS.

**BARRETT DAFFIN FRAPPIER TURNER &
ENGEL, LLP IN REM ONLY,
CARRINGTON MORTGAGE SERVICES,
LLC and BANK OF AMERICA, N.A.**

Defendants.

IN THE DISTRICT COURT

158th JUDICIAL DISTRICT

DENTON COUNTY, TEXAS

DEFENDANTS' ORIGINAL ANSWER AND AFFIRMATIVE DEFENSES

Defendants Carrington Mortgage Services, LLC and Bank of America, N.A. (“Defendants”) files their *Original Answer and Affirmative Defenses to Plaintiffs’ Suit for Declaratory Judgment and Application for Temporary Restraining Order and Temporary Injunction* (the “Petition”) of Plaintiffs Kurtis Maples and Krestyna Maples (“Plaintiffs”).

GENERAL DENIAL

1. Defendants, pursuant to Rule 92 of the Texas Rules of Civil Procedure, generally deny all of the claims as alleged by Plaintiffs, and respectfully pray that Plaintiffs be required to prove their claims as alleged by a preponderance of the evidence or such higher standard as may be applicable.

AFFIRMATIVE DEFENSES

2. Some or all of Plaintiffs' claims are barred by failure of consideration.

3. Plaintiffs' claims are barred, in whole or in part, because Defendants' conduct was not the producing, nor the proximate, cause of Plaintiffs' alleged losses, damages, and/or injuries.

4. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs are unable to prove their alleged losses, damages, and/or injuries in accordance with Texas law.

5. Some or all of Plaintiffs' claims are barred due to unclean hands.
6. Some or all of Plaintiffs' claims are barred due to the statute of limitations.
7. Some or all of Plaintiffs' claims are barred by the economic-loss doctrine.
8. Some or all of Plaintiffs' claims are barred by their failure to perform their own contractual obligations.
9. Plaintiffs are not entitled to their attorneys' fees.
10. Plaintiffs' claims fail due to the doctrines of estoppel and/or quasi estoppel.
11. Defendants are entitled to an offset of any damages awarded under the doctrine of recoupment and offset.
12. Plaintiffs have failed to state a claim upon which relief may be granted.
13. Defendants are equitably and contractually subrogated as to all of the claims contained in Plaintiffs' suit.

WHEREFORE, Defendants pray that this Court enter judgment that Plaintiffs take nothing on their alleged claims, that Plaintiffs' claims be dismissed in their entirety and for such other and further relief, both specific and general, at law and equity, to which Defendants may be entitled.

Respectfully submitted,

By: /s/ Matt D. Manning

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CERTIFICATE OF SERVICE

I hereby certify that on December 17, 2018, a copy of the above and foregoing was filed electronically with the Clerk of Court using the Court's electronic filing system. Notice of this filing has been forwarded to counsel for Plaintiffs, as shown below.

Via Email, Facsimile, Court's ECF E-Filing System and/or Via U.S. Mail

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/s/ Matt D. Manning

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